

RECORDATION NO. 19630-M
FILED 1995
DEC 15 1995 - 1 40 PM
INTERSTATE COMMERCE COMMISSION

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OF COUNSEL
URBAN A. LESTER

December 15, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of Lease Supplement No. 4, dated December 12, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Lease Agreement and other secondary documents previously filed with the Commission under Recordation Number 19630.

The names and addresses of the parties to the enclosed document are:

Lessor: Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee: Comerica Bank
101 North Washington Square, 9th Floor
Lansing, Michigan 48944

A description of the railroad equipment covered by the enclosed document is:

Six hundred sixty-three (663) railcars bearing FSTX reporting marks and road numbers as set forth on Schedule I to the Lease Supplement No. 4.

Alvord and Alvord - Charles Alvord

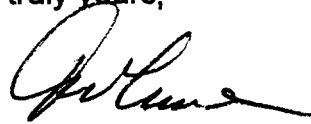
LICENSING BRANCH
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OFFICE OF THE SECRETARY
INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams
December 15, 1995
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 19630-17 FILED 1425

COUNTERPART NUMBER 2

DEC 10 1995 -1 40 PM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 4

Dated December 12, 1995

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Owner Trustee,
as Lessor

and

COMERICA BANK,
not in its individual capacity but solely as Trustee under the Lessee Trust Agreement,
as Lessee

663 HIGH SIDE ALUMINUM BODIED RAILCARS

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT ON THE PART OF THE LESSOR HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF A SECURED PARTY, AS ASSIGNEE, UNDER A SECURITY DOCUMENT. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY SUCH SECURED PARTY, AS ASSIGNEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF AND IS LABELED COUNTERPART NO. 1 ON THE FACE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303
ON _____, 1995 AT _____,
RECORDATION NUMBER _____

THIS LEASE SUPPLEMENT NO. 4, dated December 12, 1995, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("*Lessor*"), and COMERICA BANK, a Michigan banking corporation, not in its individual capacity but solely as Trustee under the Lessee Trust Agreement ("*Lessee*").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement (the "*Lease*"), dated as of September 1, 1995 providing for the execution and delivery of Lease Supplements substantially in the form hereof (capitalized terms used herein without definitions having the respective meanings set forth in the Lease);

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Supplement No. 1 dated September 29, 1995, a Lease Supplement No. 2 dated October 27, 1995 and a Lease Supplement No. 3 dated November 10, 1995 (collectively, the "*Prior Lease Supplements*") providing for the Lease to apply to the high side aluminum bodied railcars described on Schedule 1 to the Prior Lease Supplements;

WHEREAS, Section 9(e) of the Lease provides for the execution of a Lease Supplement substantially in the form hereof for the purposes of adjusting (i) the percentages used in calculating Basic Rent, Termination Values and EBO Amounts and (ii) Lessor's Cost;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Schedule 1 hereto sets forth the Units leased under the Lease pursuant to the Prior Lease Supplements and the Lessor's Cost per Unit.

2. The aggregate Lessor's Cost for all of the Units leased under the Lease is \$38,004,356.62. The Interim Rent payable on the Basic Term Commencement Date with respect to all of the Units leased under the Lease is \$401,298.75 and the Basic Rent, Termination Values and EBO Amounts payable with respect to all of the Units leased under the Lease are set forth respectively, on Schedules 2, 3 and 4 hereto. Lessor and Lessee hereby agree that the Lessor's Cost, Interim Rent, Basic Rent, Termination Values and EBO Amounts contained in the Prior Lease Supplements are hereby superseded by the terms and provisions of this Supplement.

3. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement No. 4, to pay to Lessor Interim Rent, if any, on the Basic Term Commencement Date and to pay to Lessor Basic Rent, Fixed Rate Renewal Rent and Fair Market Renewal Rent, if any, on each Payment Date, in each such case, for each Unit leased under the Lease as provided for in the Lease and to pay, as and when due, any and all Supplemental Rent as provided for in the Lease.

4. Lessor hereby consents to the execution and delivery of Coal Supply Service Agreement Supplement No. 4 dated the date hereof.

5. Each party hereto represents and warrants that this Lease Supplement No. 4 has been duly authorized, executed and delivered by it and is in full force and effect.

6. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement No. 4 to the same extent as if fully set forth herein.

7. This Lease Supplement No. 4 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease Supplement No. 4 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By  _____
Title: Senior Financial Services Officer

Lessee

COMERICA BANK, not in its individual capacity but solely as Trustee under the Lessee Trust Agreement

By _____
Title:

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Owner
Trustee

By _____
Title:

Lessee

COMERICA BANK, not in its individual
capacity but solely as Trustee under the
Lessee Trust Agreement

By *Laurel Hill*
Title: *Trust Officer*

STATE OF Delaware)
COUNTY OF New Castle) SS:

On this 4th day of December, 1995, before me personally appeared Donald G. Mackelcan, to be personally known, who, being by me duly sworn, says that [s]he is Senior Financial Services Officer of Wilmington Trust Company, that said instrument was signed and sealed on such date on behalf of said corporation by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Brendle

Notary Public

My Commission Expires:

[Notary Seal]

SHARON M. BRENDLE

NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 10, 1997

STATE OF MICHIGAN)
) SS:
COUNTY OF INGHAM)

On this 4th day of December, 1995, before me personally appeared Lorraine K Grill, to be personally known, who, being by me duly sworn, says that [s]he is Officer of Comerica Bank, that said instrument was signed and sealed on such date on behalf of said corporation by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lisa Brownridge
Notary Public

My Commission Expires:
October 27, 1999

LISA BROWNRIDGE
NOTARY PUBLIC - CLINTON COUNTY, MI
ACTING IN INGHAM CO., MI
MY COMMISSION EXPIRES 10/27/99

[Notary Seal]

DESCRIPTION OF UNITS

QUANTITY OF UNITS	TYPE OF UNITS	UNIT NUMBERS	LESSOR'S COST PER UNIT
422	BethGon Coalporter Cars	FSTX 0001-0010, inclusive FSTX 5501-5912, inclusive	\$55,490.23
241	Avalanche Cars	FSTX 0097-0099, inclusive FSTX 9001-9238, inclusive	\$60,528.97

**TERMINATION VALUE
BETHGON COALPORTER CARS**

**TERMINATION DATE/
PAYMENT DATE**

TERMINATION VALUE
(expressed as a percentage of
Lessor's Cost)

01-Jan-96	103.78640
30-Jun-96	105.19053
30-Dec-96	104.34067
30-Jun-97	105.38426
30-Dec-97	103.35004
30-Jun-98	104.44257
30-Dec-98	102.36469
30-Jun-99	102.65043
30-Dec-99	100.13944
30-Jun-00	100.21768
30-Dec-00	97.33261
30-Jun-01	97.33261
30-Dec-01	94.13346
30-Jun-02	94.13346
30-Dec-02	90.90436
30-Jun-03	90.90436
30-Dec-03	87.32824
30-Jun-04	87.32824
30-Dec-04	83.48677
30-Jun-05	83.48677
30-Dec-05	79.36026
30-Jun-06	77.98193
30-Dec-06	74.97855
30-Jun-07	70.79657
30-Dec-07	70.31046
30-Jun-08	65.91717
30-Dec-08	65.41978
30-Jun-09	60.81743
30-Dec-09	60.31788
30-Jun-10	55.61885
30-Dec-10	55.01383
30-Jun-11	49.41608
30-Dec-11	49.511630
30-Jun-12	45.211247
30-Dec-12	43.91910
30-Jun-13	37.84599
30-Dec-13	38.37138
30-Jun-14	31.95403
30-Dec-14	32.82030
30-Jun-15	33.88259
30-Dec-15	28.35638

**TERMINATION VALUE
AVALANCHE CARS**

**TERMINATION DATE/
PAYMENT DATE**

TERMINATION VALUE
(expressed as a percentage of
Lessor's Cost)

01-Jan-96	103.96230
30-Jun-96	105.67958
30-Dec-96	105.14867
30-Jun-97	105.46695
30-Dec-97	105.16894
30-Jun-98	105.96765
30-Dec-98	104.07096
30-Jun-99	104.51861
30-Dec-99	102.15483
30-Jun-00	102.36783
30-Dec-00	99.56119
30-Jun-01	99.56119
30-Dec-01	96.46204
30-Jun-02	96.46204
30-Dec-02	93.13294
30-Jun-03	93.13294
30-Dec-03	89.55682
30-Jun-04	89.55682
30-Dec-04	85.71535
30-Jun-05	85.72480
30-Dec-05	81.69447
30-Jun-06	80.46802
30-Dec-06	77.59384
30-Jun-07	73.57268
30-Dec-07	73.24088
30-Jun-08	69.05732
30-Dec-08	68.72394
30-Jun-09	64.37252
30-Dec-09	64.03910
30-Jun-10	59.51478
30-Dec-10	59.18273
30-Jun-11	53.84435
30-Dec-11	54.16100
30-Jun-12	50.22999
30-Dec-12	49.26384
30-Jun-13	43.53269
30-Dec-13	44.50438
30-Jun-14	38.62847
30-Dec-14	41.81000
30-Jun-15	41.73554
30-Dec-15	37.05641

EBO AMOUNTS

TYPE OF UNIT	EBO AMOUNT (expressed as a percentage of Lessor's Cost)
BethGon Coalporter Cars:	32.78%
Avalanche Cars:	41.81%